

Ardoq Master Subscription Agreement

These subscription terms with appendices, together with any subscription order form(s) (“**Subscription Form**”) entered into between the parties, set out terms and conditions under which the customer identified in the Subscription Form (“**Customer**”) purchases services from the Ardoq entity identified in the Subscription Form (“**Ardoq**”).

Capitalized terms shall have the meaning designated to them in the paragraph in which it is written in bold between quotation marks.

1. DOCUMENTS

Reference to the term “**Agreement**” means this document, any Subscription Form(s) and the following appendices:

- Appendix 1: Service Level Agreement
- Appendix 2: Data Processing Agreement
- Appendix 3: Ardoq Information Security

In the event of any conflict or inconsistency between this document and any Subscription Form(s) or statement of work, the Subscription Form(s) or statement of work, as applicable, shall take precedence. In the event of any conflict or inconsistency between this document and the appendices, this document shall take precedence. In the event of any conflict or inconsistency between the appendices, they shall take precedence in the order they are listed above.

2. RIGHT TO ACCESS AND USE

Ardoq grants to Customer, during the term of the Agreement, a right to remotely access and use the Ardoq SaaS services listed in the relevant Subscription Form (“**Service**”) in accordance with this Agreement. A description of the services offered by Ardoq in general in addition to the specific features it is agreed that the Customer will have access to are set out in the Subscription Form.

3. PROVISION OF THE SERVICE

The Service will be provided by qualified personnel, suitably skilled and trained in the performance of the Service and performed in a diligent and professional manner.

Ardoq shall provide the Service materially in accordance with this Agreement and the applicable service level agreement attached as Appendix 1 (“**Service Level Agreement**”).

4. SUPPORT

Ardoq will provide support as described in the Subscription Form. The Customer will provide access to the necessary resources for Ardoq to be able to support Customer in a timely manner.

5. PROFESSIONAL SERVICES AND ADD-ON SERVICES

5.1. Professional Services

Customer may engage Ardoq to provide professional services pertaining to the Services, such as implementation, configuration, and training ("**Professional Services**"). Professional Services will be performed in accordance with a statement of work signed by the parties.

5.2. Add-On Services

The parties may from time to time agree to include additional features and services ("**Add-On Service**"). The Agreement will apply for such Add-On Services. Specific terms may apply for the individual Add-On Service. Ardoq will provide Customer with such specific terms prior to the Add-On Services is agreed upon.

6. MODIFICATIONS AND IMPROVEMENTS

Ardoq seeks to constantly improve the Service. Ardoq may from time to time make improvements, add, modify, or remove functionality, or correct any errors or defects in the Service as further described in the Service Level Agreement. Ardoq will however not remove functionality which in Ardoq's reasonable opinion must be considered core functionality for a service such as the Service. The Customer will get access to modifications and improvements that are made generally available to all customers who have purchased the same features. Additional features and services introduced from time to time may be purchased as an Add-On Service.

7. SECURITY MEASURES

Ardoq has implemented and shall during the term of the Agreement maintain appropriate technical and organizational measures, internal controls, and information security routines. The routines applicable at the time of entering into the Agreement are described in Appendix 3. Ardoq may during the term of the Agreement change and/or update the measures as desired, provided that such changes shall not materially decrease the overall security of the service compared with the measures described in Appendix 3.

8. PERSONAL DATA

The data processing agreement set out in Appendix 2 ("**Data Processing Agreement**") reflects the parties' agreement with respect to Ardoq's processing of personal data on behalf of the Customer.

Ardoq shall process User data as set out in Ardoq's privacy notice and communicated to Users.

9. DATA EXPORT

Ardoq provides a standardized format to export the Customer's data via the built-in export function in the Service. This function may be used by Customer during the term of the Agreement.

10. ACCEPTABLE USE

10.1. Users

The Service shall, unless otherwise agreed in writing the Subscription Form, be available for use by Customer employees and contractors acting on behalf of the Customer ("**Users**"). Affiliates may use the Service only if agreed in writing in the Subscription Form.

Customer shall only permit authorized Users to use the Service. Customer shall remain the contracting party and remain responsible for all Users' (including its Affiliates' and contractors' Users') compliance under this Agreement.

Customer and each of its Users shall only use the Service for internal business purposes and not resell, distribute, sublicense, or otherwise transfer any right in and to the Service to others, including allowing user rights to third parties not specifically granted rights under this Agreement. Customer will use commercially reasonable efforts to prevent unauthorized use of or access to the Service.

10.2. Log-in details

Customer and each of its Users shall maintain the confidentiality of any credentials, passwords and other log-in details used to access or use the Service. Such log-in details are personal and shall not be shared between Users or used by more than one User. Customer will notify Ardoq immediately of any unauthorized use of a User's account or any other breach of security.

10.3. Reverse engineering

Customer shall not modify, translate, reverse engineer, decompile or disassemble any of the Service or otherwise attempt to derive source code or create derivative works from the Service.

10.4. Additional customer responsibilities

Customer shall not intentionally use the Service in a manner that impacts the availability, performance, reliability, or stability of the Service. Customer will not, and will not permit any other party to, use the Service in any manner that violates a third party's rights or applicable law.

10.5. API's and integrations

The Service may, depending on Customer's subscription plan, contain features designed to integrate with third party applications. Ardoq is dependent on third parties for such integrations to work and can

therefore not guarantee the continued availability of such features.

Ardoq may make available own API's as part of the Service. Customer's right to access and use any Ardoq API is subject to restrictions and policies implemented by Ardoq from time to time. Ardoq will monitor the API's and reserves the right to take necessary measures to prevent misuse.

10.6. Payment for unauthorized use

Ardoq may investigate logs to verify that Customer complies with the acceptable use requirements above. Customer shall upon request from Ardoq reasonably cooperate to clarify compliance. Ardoq reserves the right to charge Customer appropriate usage fees in line with the price for the feature in question in case of repeated or intentional breach of the acceptable use requirements.

11. FEES, INVOICING AND PAYMENT TERMS

11.1. Fees

The Service fees are set forth in the Subscription Form(s) agreed between the parties.

11.2. Invoicing

Ardoq will issue invoice for subscription fees in advance of each new billing period. Other fees, if any, will be invoiced at any time during the term when fees are payable. Customer shall, unless otherwise stated in the Subscription Form, pay all invoices within 30 days of the invoice date.

Ardoq may claim late payment interest of 8% annually (or a lower rate if required by applicable law) if an invoice is more than 30 (thirty) days overdue. Interest shall be calculated from due date until payment is made.

11.3. Taxes

The fees do not include any taxes, levies, duties, value added tax or other tax applicable to the sale of the Service. Such taxes, when applicable, shall be paid by Customer unless Customer provides proof of tax exemption.

12. SUBCONTRACTING

Ardoq may use subcontractors in the provision of the Service. Ardoq shall be liable for the acts and omissions of its subcontractors and any other affiliates contributing to the performance of its obligations under this Agreement as for its own actions or omission.

13. CUSTOMER DATA

13.1. Ownership of Customer Data

Customer owns and shall always retain all right, title, and interest in and to, and has sole responsibility for the content of and the right to use Customer Data. "Customer Data" means for the purpose of this Agreement any data introduced by Customer into the Service.

13.2. Rights to use Customer Data

Customer hereby grants to Ardoq, during the term of this Agreement, a limited right to access and use Customer Data to provide and improve the Service. Ardoq will use Customer Data only in accordance with this Agreement.

13.3. No sales of data

Ardoq will not sell, rent, or lease Customer Data to any third party.

14. INTELLECTUAL PROPERTY RIGHTS

This Agreement does not constitute any transfer of ownership of any intellectual property rights. Ardoq owns and shall always retain all right, title, and interest in and to the Service and all intellectual property rights associated with each of them. No rights are granted to Customer under this Agreement except as expressly set forth in this Agreement.

All programs, inventions, documentation, specifications or other written or graphical materials and media created or developed by Ardoq in performing Professional Services ("**Deliverables**") belong exclusively to Ardoq. Customer receives a non-exclusive, non-transferable license to use, copy and display the Deliverables in connection with its authorized use of the Service.

15. CONFIDENTIALITY

15.1. Non-use and Non-disclosure

Neither party shall use or disclose any Confidential Information of the other party for any purpose except in relation to its performance under this Agreement. The receiving party shall take reasonable measures to avoid disclosure and/or unauthorized use of the Confidential Information of the disclosing party.

For the purpose of this Agreement, "**Confidential Information**" means all information disclosed by the disclosing party to the receiving party that is designated as confidential, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure. The terms of this Agreement, Customer Data and any other information exchanged pursuant to this Agreement, will be considered Confidential Information.

15.2. Limitations on the duty of non-disclosure of Confidential Information

Confidential Information does not include any information or material that (i) is or becomes publicly known other than through violation of this Agreement by the receiving party, (ii) was already in the receiving party's possession or was available to the receiving party on a non-confidential basis before disclosure, (iii) is obtained by the receiving party from a third party that is not bound to separate confidentiality obligations to the other party, (iv) was later communicated by a third party to the receiving party without any confidentiality obligation, or (v) is independently developed by the receiving party without use of or reference to the discloser's Confidential Information.

15.3. Disclosures required by Law

The recipient may disclose Confidential Information to the extent required by law, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

15.4. Survival and remedies

The obligations of each receiving party under this section shall survive for five (5) years after the termination of the Agreement, and in the case of trade secret information, the obligations under this section will survive for as long as the information remains a trade secret. Each party agrees that any violation or threatened violation of this section may cause irreparable injury to the disclosing party, entitling the disclosing party to seek injunctive relief in addition to all legal remedies.

16. TERM AND TERMINATION

16.1. Initial Term

The initial term of this Agreement shall commence on the date stipulated in the Subscription Form or at the date of signature if no such date is specified and shall continue for the period set forth in the applicable Subscription Form or for one year if no such period is specified ("**Initial Term**").

16.2. Renewal Term

The Agreement will upon expiration of the Initial Term or a Renewal Term automatically renew for a subscription term equivalent in the length to the then expiring subscription term, unless otherwise set out in the Subscription Form (each, a "**Renewal Term**").

The charges for each Renewal Term will be the standard fees listed in the Subscription Form with a price adjustment of 5%.

16.3. Termination for convenience

Either party may terminate this Agreement for convenience with effect from the end of the Initial Term or subsequent Renewal Term by giving the other party written notice no less than sixty (60) calendar

days prior to the expiration of the then-current term. If Customer provides notice of non-renewal within the time limits set out in this section, Ardoq will not invoice Customer for a Renewal Term.

16.4. Termination for breach

Either party may terminate this Agreement for breach by giving the other party thirty (30) calendar days prior written notice if the other party have materially breached its obligations hereunder and have failed to cure such breach within thirty (30) calendar days' after being notified in writing of the details of such breach.

Either party may terminate this Agreement with immediate effect if the other party takes or suffers any action for insolvency in any jurisdiction.

16.5. Refund policy

Ardoq will refund prepaid fees covering the remainder of the applicable subscription term calculated from the effective date of termination if this Agreement is terminated by Customer in accordance with section 16.4 or by Ardoq in accordance with section 21.4.

Except as set out above, all fees paid by Customer are non-refundable. Customer will not be entitled to any refunds if Customer terminates the Agreement prior to the end of the then current subscription term.

16.6. Effect upon Termination

Upon expiration or termination of this Agreement for any reason (i) all access rights will cease, (ii) each party shall delete or destroy all Confidential Information of the other party (Confidential Information included in backup copies will first be deleted upon expiration of such encrypted backup copies), and (iii) any and all invoiced and non-invoiced undisputed fees owed by Customer to Ardoq under this Agreement shall become immediately due and payable to Ardoq.

17. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that the representing party has full power and authority to execute, deliver and perform this Agreement, that this Agreement has been duly and validly executed and delivered by the representing party and that it constitutes the legal, valid, and binding obligation of the representing party, enforceable against it in accordance with its terms.

Ardoq warrants that Professional Services will be performed in a manner consistent with industry standards for similar services.

18. DISCLAIMERS

THE SERVICE IS PROVIDED "AS IS". ARDOQ DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ASSUMES THE RISK OF THE USE, QUALITY, PERFORMANCE, ACCURACY AND COMPLETENESS OF ANY DATA PRODUCED BY THE SERVICE. ARDOQ WILL ONLY BE LIABLE FOR A SECURITY INCIDENT UNDER THE AGREEMENT IF ARDOQ NEGLIGENTLY BREACHES THE SECURITY MEASURES DESCRIBED IN SECTION 7.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, RELATING IN ANY WAY TO THE SERVICE INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19. LIMITATION OF LIABILITY

19.1. EXCLUSION OF INDIRECT, CONSEQUENTIAL AND RELATED DAMAGES

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS, COSTS OF REPLACEMENT SERVICES, BUSINESS INTERRUPTION, GOODWILL OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY THEREOF.

19.2. LIMITATION OF TOTAL LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY RELATED TO THIS AGREEMENT (INCLUDING THE SERVICE LEVEL AGREEMENT AND THE DATA PROCESSING AGREEMENT) EXCEED THE AMOUNT OF FEES RECEIVED BY ARDOQ DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO DAMAGES ATTRIBUTABLE TO GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

20. TEMPORARY SUSPENSION OF SERVICES

Ardoq may temporarily suspend the Service if Customer is in breach of the Agreement and such breach is not cured within thirty (30) calendar days after Customer's receipt of written notice thereof. Additionally, Ardoq may temporarily suspend the Service or a User's access to the Service without

notice if Ardoq reasonably believes that Customer or a User is in violation of section 10.2 – 10.5. In each case, suspension will last until the breach has been cured by Customer.

21. INDEMNIFICATION

21.1. By Ardoq

Ardoq shall defend, indemnify and hold harmless Customer and its officers, directors, employees, and agents, from and against any losses, costs, expenses (including reasonable outside attorneys' fees and costs) and finally awarded damages against Customer resulting from a substantiated claim, demand, suit, action or proceeding brought against Customer by a third party alleging that the Service used in accordance with this Agreement infringes a valid intellectual property right of such third party in the US, EU and/or EEA.

21.2. By Customer

Customer shall defend, indemnify and hold harmless Ardoq and its officers, directors, employees, and agents, from and against any losses, costs, expenses (including reasonable outside attorneys' fees and costs) and finally awarded damages against Ardoq resulting from a substantiated claim, demand, suit, action or proceeding brought against Ardoq by a third party alleging that any Customer Data, or the use of the Service in combination with a non-Ardoq application provided by Customer, infringes a valid intellectual property right of such third party in the jurisdictions where the Customer is authorized to use or access the Service.

21.3. Process

To receive the foregoing indemnifications the indemnified party must give the indemnifying party prompt written notice of the claim, give indemnifying party sole control of the defense and settlement of the claim (except that indemnifying party may not settle any claim unless it unconditionally releases indemnified party of all liability), and give indemnifying party all reasonable assistance at indemnifying party's expense.

21.4. Ardoq remedies

If Ardoq receives information about an infringement claim, Ardoq may at its sole discretion either (i) obtain a license for Customer's continued use of the applicable part of the Service in accordance with this Agreement, or (ii) replace or modify the applicable part of the Service so that it is no longer claimed to infringe a third party right. If Ardoq reasonably determines that the foregoing options are not commercially available, Ardoq may terminate the Customer's subscription for the affected part of the Service and refund prepaid fees covering the remainder of the applicable subscription term calculated from the effective date of termination.

21.5. Sole remedies

The rights granted to under this Section shall be the indemnified party's sole and exclusive remedy for any alleged infringement covered by this section.

22. MISCELLANEOUS PROVISIONS

22.1. Compliance

Ardoq provides a standard service that can be accessed in any jurisdiction via a web interface. Ardoq shall provide the Service in accordance with those laws that are directly applicable to Ardoq in its provision of services in general without regard for Customer's particular use of the Service. Customer is responsible for own use of the Service, all activities that occur under User's account, and that such use is compliant with legal requirements applicable for their business and any local laws that may impact its right to import, export or use the Service.

Customer shall not be located in-, and will not permit its Users to use any Service from, any country subject to U.S. EAR or OFAC restrictions.

22.2. Assignment

This Agreement may not be assigned by either party without the prior written consent of the non-assigning party. Consent is not required in the context of merger, acquisition, or sale of all or substantially all the assigning party's stock or assets, provided that assigning party provides advance written notice thereof to the non-assigning party. Subject to the foregoing, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties' respective permitted successors and assigns.

22.3. Force Majeure

Neither party shall be liable for any failure or delay in its performance of its obligations under the Agreement resulting from an event caused by conditions beyond the reasonable control of a party, including governmental action, war, acts of public enemies, strikes or other labor disturbances, civil or military authority, fires, floods, or other natural calamities, telecommunications failures, electrical outages, any service failure or disruption caused by third parties, service providers or systems, severe network outages in co-location site networks, error in the coding of electronic files or any causes of like or different kind beyond the reasonable control of such party.

A party experiencing a force majeure event shall provide the other party with prompt written notice of such force majeure event. In the event the force majeure event has lasted or is likely to last for more than three months, each Party may terminate this Agreement immediately without liability to the other party.

22.4. Entire Agreement

The Agreement constitute the entire agreement between the parties and supersede all other agreements, proposals, or representations, whether electronic, written, or oral, between the parties concerning its subject matter.

22.5. Severability

If any provision of this Agreement is held to be ineffective, unenforceable, or illegal for any reason, such decision shall not affect the validity or enforceability of any of the remaining portions thereof.

22.6. Amendment

Amendment or modification of the Agreement shall only be valid or binding upon the parties if made in writing and signed by an officer of each party. No terms, provisions, or conditions of any web-site, portal purchase order, or similar document will have any effect on the obligations of the parties hereunder or otherwise modify this Agreement.

22.7. Notices

All notices and other communications required or permitted by this Agreement or by law shall be in writing by e-mail or mail and shall be considered delivered when received if delivered by mail or similar and at the opening of business on the next business day for the recipient if sent by electronic mail.

22.8. Survival of Certain Provisions

Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature should survive will remain in effect after termination or expiration of this Agreement.

22.9. Governing Law and legal venue

The governing law and legal venue depend on which Ardoq company Customer has entered into the agreement with. This Agreement and all matters arising hereunder or in connection herewith shall be governed by and construed in accordance with the governing law noted in the below chart and the parties irrevocably consent to the exclusive jurisdiction of- and venue in the locations noted the legal venue columns below.

Ardoq entity	Governing Law	Legal venue
Ardoq AS	Norwegian law	Oslo, Norway

Ardoq Inc	Delaware law	Delaware, USA
Ardoq UK Ltd	Laws of England and Wales	London, England
Ardoq Denmark Aps	Danish law	Copenhagen, Denmark

APPENDIX 1

SERVICE LEVEL AND TECHNICAL SUPPORT AGREEMENT

1. Service availability (Uptime)

Ardoq will, during the subscription term, provide the Services with an availability target of 99.5% measured per calendar month, excluding Planned Downtime as defined below (the “**Availability Target**”).

If Ardoq does not meet its Availability Target, the Customer is entitled to a period of free extension of the Service as specified in the table below.

Customer must notify Ardoq of the failure to meet the Availability Target within 10 days after the end of the applicable calendar month, and must at the latest claim such free extensions within 30 days after the notification was sent to Ardoq.

Availability per calendar month	Service credit
99.5 % - 99.0 %	2 days extension of the Service
98.9 % - 96.0 %	4 days extension of the Service
<96.0 %	8 days extension of the Service

If the Service has not met the Availability Target for 3 consecutive months, Customer may terminate the Service upon 30 days’ notice to Ardoq, and will receive a pro rata refund of any prepaid fees for the unused period of Service. The foregoing are Customer’s sole remedies for any failure of the Service to meet the Availability Target. Ardoq’s monitoring and logging infrastructure will be the source of truth for determining availability.

Free, proof-of-concept, beta, trial Services or similar (“**Trial Services**”) are provided “as-is” without any guarantees, service level commitments or liability. The Customer uses the Trial Services at its own risk. Ardoq shall not be liable for any loss or damage arising from the use of or inability to use the Trial Services. Ardoq reserves the right to decommission any Trial Services at any time without prior notice. Ardoq may impose fees on the Trial Services at any time. In such event, the Trial Services will remain available to Customer only if Customer accepts the fees in writing. Should

Customer not accept the fees, Ardoq will remove access to the relevant Trial Services as soon as the fees come into effect.

2. Planned downtime

Downtime may be necessary to perform updates or maintenance to hardware or software from time to time ("**Planned Downtime**"). Ardoq may have Planned Downtime up to 4 times each calendar year. Ardoq will, if possible, notify Customer at least 5 business days in advance of Planned Downtime occurring outside of normal business hours (Monday to Friday 0900-1700 CET for the EU datacenter and Monday to Friday 0900 – 1700 US Eastern Time for the US Data Center). For planned downtime (which may last for up to 24 hours) during normal business hours, notification shall be given at least ten (10) business days in advance if possible. Planned Downtime according to this clause is not considered as unavailability.

3. Customer Support – Technical Support

Customer will have 24/7 access to the Ardoq online Knowledge Base. Customer support is offered through the in-app chat or by sending an email to support@ardoq.com. Support is provided to the extent included in the customer's subscription plan.

Ardoq's customer support processes all incoming support requests from the Customer. In cases where escalation is necessary, the Customer can reach out to its Customer Success Manager. For support purposes, Ardoq has internal administrators who can access Customer's data. Logs are kept of any access by Ardoq administrators.

Ardoq customer support is offered in English and Norwegian.

4. Functionality, modifications and improvements

The Service is provided "as is" as a standardized service; the right to use the Service is not conditional or tied to a specific version or functionality at a certain time. Ardoq reserves the right to make improvements, to add, modify or remove functionality, and to correct any errors or defects in the Service at its sole discretion, without any obligation or liability. Ardoq will, however, not remove functionality which, in Ardoq's reasonable opinion, is considered core functionality for a service such as the Service. The Service will not always be completely free of errors and the improvement of the Service is a continuous process.

5. System requirements

Ardoq's Service is a software as a service solution. To be able to run the Ardoq Service, the user needs a computer with a web browser. The Ardoq Service is available on the following browsers:

- Microsoft Edge: Latest stable version supported

- Mozilla Firefox: Latest stable version supported
- Google Chrome: Latest stable version supported
- Safari: Latest stable version supported

The following system requirements are recommended for best performance:

- Minimum of 8 GB ram and 2,4Ghz of CPU.

Successful use of the Service is dependent on certain equipment and factors (such as sufficient internet connection) that are the Customer's responsibility. Ardoq is not liable for the discontinuance, disruption or instability of the operation of the Service caused by the Internet or any third party service the Customer needs in order to access the Service, including, without limitation, operating systems and necessary application software.

6. Disclaimers related to AI-based functionalities

The Ardoq Services may, depending on the Customer's subscription plan, utilize AI or similar technology. If such functionalities generate content and/or output based on Customer Data, the Customer accepts that such generated content and output:

1. are generated through machine learning and are not reviewed, verified or curated by Ardoq;
2. may not be complete, accurate or correct and require Customer's independent verification before their use;
3. may be generic, similar or identical to content/output produced for other Ardoq customers.

APPENDIX 2

DATA PROCESSING AGREEMENT

1. THE PURPOSE OF THE DATA PROCESSING AGREEMENT

This Data Processing Agreement (“**DPA**”) regulates the parties' rights and obligations in connection with Ardoq (“**Data Processor**”) processing personal data on behalf of the Customer (“**Data Controller**”). The purpose of the DPA is to comply with the requirements for data processor agreements according to the General Data Protection Regulation EU 2016/679 and the United Kingdom Data Protection Act 2018 (including UK GDPR) (jointly “**GDPR**”), should such requirements be applicable to the processing described herein.

2. THE SCOPE OF PROCESSING

The Data Processor will process the following types of personal data on behalf of the Data Controller:

- Name, contact information, IP address, title and other data inserted into the Service by the Data Controller or the Data Controller’s representatives or Users.

The personal data is connected to the following categories of data subjects:

- Users
- other data subjects inserted into the Service.

Within the scope of this DPA, the Data Processor shall process the personal data for the following purposes:

- Fulfilling the subscription agreement with the Data Controller.

3. THE DATA PROCESSOR’S DUTIES

When processing personal data on behalf of the Data Controller, the Data Processor shall follow the routines and instructions stipulated in this DPA.

The Data Processor is subject to an obligation of confidentiality regarding data that the Data Processor gets access to under the DPA. This provision also applies after the termination of the DPA. The Data Processor is obliged to ensure that persons who process the data for the Data Processor, have committed themselves to confidentiality.

4. THE DATA PROCESSOR’S OPPORTUNITY TO USE SUB-PROCESSORS

The Data Processor uses the following hosting providers as sub-processor(s). The applicable data location is the location chosen by the Data Controller in the Subscription Form for the Service.

Europe location:

Company	Service	Purpose	Data Location
Amazon	AWS	Hosting of the Ardoq Services	EU/EEA
Microsoft Corporation	Azure	Highly Encrypted offline backup storage and hosting of the Ardoq Services	EU/EEA

United States location:

Company	Service	Purpose	Data Location
Amazon	AWS	Hosting of the Ardoq Services	US
Microsoft Corporation	Azure	Highly Encrypted offline backup storage and hosting of the Ardoq Services	US

United Arab Emirates location:

Company	Service	Purpose	Data Location
Amazon	AWS	Hosting of the Ardoq Services	UAE
Microsoft Corporation	Azure	Highly Encrypted offline backup storage and hosting of the Ardoq Services	UAE

Australia location:

Company	Service	Purpose	Data Location
Amazon	AWS	Hosting of the Ardoq Services	AU
Microsoft Corporation	Azure	Highly Encrypted offline backup storage and hosting of the Ardoq Services	AU

The following entity is a group parent company and provides services to its subsidiaries. Accordingly, the below company functions as a sub-processor in those cases it is not the contracting party to the Agreement:

Company	Service	Purpose	Corporate location
Ardoq AS	Ardoq Services and customer support	Parent company and provider of certain services under the Agreement	Norway

In addition to the above, the following entities are used as sub-processors for all Ardoq customers:

Company	Service	Purpose	Data Location
Intercom	Communication and notifications	The Intercom service supports handling of Customer's support requests and communication concerning the Service	EU/EEA
Attensi	Onboarding into the Ardoq Service	The Attensi service provides a platform for learning about the Ardoq Service	EU/EEA
Beamer	Notifications	The Beamer service is used for in-Service communications	EU/EEA

In addition, the Data Processor has the right to use other sub-processors, but is obliged to inform the Data Controller of any intended changes concerning the addition or replacement of other processors, so that the Data Controller has the opportunity to object to the changes. The information shall be given at least 45 days prior to the planned changes take effect. The Data Controller has a right to object to the change in writing within the above period, explaining reasonable grounds for objections. If the Data Processor decides to proceed with the change despite the Data Controller's reasonable objections, the Data Controller has the right to terminate the Agreement no later than 45 days of the change being implemented.

The Data Processor shall remain fully liable to the Data Controller for the performance of any sub-processors.

5. TRANSFERS OF GDPR PERSONAL DATA

The Data Processor uses the respective sub-processors outside the EEA (including the EU), UK and Switzerland (collectively the "**GDPR Area**"), as documented in section 4.

Apart from this, for the processing of personal data on behalf of Data Controller as described herein, to the extent such processing is subject to GDPR, the Data Processor may not transfer such personal data outside the GDPR Area, unless it has ensured that there is a legal basis for the transfer of such personal data outside the GDPR Area or unless required by mandatory provisions of applicable law.

6. SECURITY

The Data Processor shall through planned and systematic measures implement appropriate technical and organizational measures to ensure a satisfactory level of security, e.g. in relation to confidentiality, integrity and availability.

The Data Processor shall document routines and other measures made to comply with these requirements regarding the information system and security measures. The documentation shall be available at request by the Data Controller and the authorities.

Any notification to the authorities regarding personal data breaches shall be given by the Data Controller, but the Data Processor shall notify any breach directly to the Data Controller. The Data Controller is responsible for reporting the breach to the Data Protection Authorities.

Notifications regarding personal data breaches according to GDPR shall be notified by the Data Processor to the Data Controller, and the notification shall contain sufficient information so that the Data Controller may assess whether the breach must be notified to the authorities or to the data subjects.

The Data Processor's obligations to assist the Data Controller in fulfilling the obligations concerning security of processing and consulting supervisory authorities, are considered fulfilled by the Data Processor's obligations according to this DPA. Considering the nature of the processing performed by the Data Processor, as well as that the Data Processor's service is of a self-service nature where all data input into the service is administrated directly by the Data Controller, and the limited information available to Data Processor, this assistance is considered sufficient. To the extent the Data Controller requires additional assistance from the Data Processor, the Data Processor may offer such assistance as a separately paid service. The Data Processor may also refuse, unless the Data Processor's assistance is necessary to be able to fulfil Data Controller's GDPR obligations.

7. DOCUMENTATION AND SECURITY AUDITS

The Data Processor shall have documentation that proves that the Data Processor complies with its obligations under this DPA and the GDPR. The documentation shall be available for the Data Controller on request. The Data Processor shall regularly conduct security audits, and shall submit the results of the audit to the Data Controller. The Data Controller shall be entitled to conduct audits and inspections regularly, for systems etc. covered by this DPA, in accordance with the applicable requirements of the GDPR. Audits may be carried out by the Data Controller or a third party mandated by the Data Controller in agreement with the Data Processor. To the extent the Data Controller requires additional assistance from the Data Processor, the Data Processor may offer such assistance as a separately paid service. The Data Processor may also

refuse, unless the Data Processor's assistance is necessary in order to be able to fulfil Data Controller's GDPR obligations.

8. FULFILLING THE RIGHTS OF THE DATA SUBJECTS

The Data Processor's processing on behalf of the Data Controller is not of a nature which makes it necessary or reasonable for the Data Processor to fulfil or assist in fulfilling the Data Controller's obligations towards data subjects. To the extent the Data Controller requires assistance from the Data Processor, the Data Processor may offer such assistance as a separately paid service. The Data Processor may also refuse, unless the Data Processor's assistance is necessary to be able to fulfil Data Controller's GDPR obligations.

9. THE DURATION OF THE DPA AND THE PROCESSING

The DPA applies as long as the Data Processor processes personal data on behalf of the Data Controller in connection with providing the Service to the Data Controller.

10. TERMINATION

The DPA may only be terminated together with the Agreement, in accordance with the termination clauses in the subscription terms. Termination of the subscription terms also constitutes a termination of the DPA.

11. RETURN, DELETION AND/OR DESTRUCTION OF DATA UPON TERMINATION OF THE DPA

The Data Processor provides a standardized format to export the Data Controller's data via the built-in export function in the Service. This function may be used by Data Controller during the term of the Agreement.

Upon termination of the Agreement, the Data Processor will permanently erase all personal data processed hereunder on behalf of the Data Controller in accordance with its corporate deletion policy, unless the Data Processor is required by law to store any such data.

APPENDIX 3

ARDOQ INFORMATION SECURITY

Information Security Management

Ardoq has established and continues to develop an Information Security Management System (ISMS) that encompasses policies, standards and procedures to ensure information security is addressed as part of the development and operation of the Ardoq Cloud Platform. The ISMS is ISO 27001:2017 certified, and aims to address both customer and regulatory security requirements (e.g. GDPR).

Ardoq performs an internal information security risk assessment annually, or more often when significant organizational changes are made. Risk assessments follow a process modelled on NIST Special Publication 800-30 Revision 1.

Organizational Security

All Ardoq employees are required to adhere to a Code of Conduct and Acceptable Use Policy which includes maintaining confidentiality of customer data. Employees receive regular security awareness training and must read and acknowledge Ardoq's information security policies on an annual basis.

Access Control

Customer data is processed in dedicated cloud-based production environments where access is limited to those with a legitimate business need. Administrative access is restricted to specifically authorized personnel whose access rights are reviewed on a regular basis. Multi-factor authentication (MFA) is required for access to production systems and most internal Ardoq business systems.

Operations Security

Ardoq makes extensive use of cloud-native components to operate and secure the SaaS platform, including containerisation, security groups and auto-scaling. Base virtual hosts are updated nightly with security patches. Containers are built on trusted base images and updated continuously as part of Ardoq's Continuous Delivery model.

Logs are aggregated from hosts and cloud infrastructure components and monitored using a SIEM. Logs are retained for pre-defined periods based on business need and risk.

Physical and Environmental Security

The Ardoq Cloud Platform is hosted with globally leading cloud infrastructure providers AWS and Azure, who are responsible for physical and environmental security. AWS and Azure maintain extensive security compliance programs including certification against ISO/IEC 27001, ISO/IEC

27017 and ISO/IEC 27018 as well as regular SOC 2 (Type II) audits. The audited security controls include dedicated security staff, strictly managed physical access control, and video surveillance.

Cryptography

Data in transit between users and the Ardoq Cloud Platform are encrypted and authenticated using TLS 1.2.

Data at rest stored in the Ardoq Cloud Platform is encrypted using 256-bit AES. Key management is supported by Hardware Security Modules (HSMs) validated under FIPS 140-2.

Communications Security

Ardoq monitors and mitigates against potential attacks with several tools, including a web application firewall, network-level firewalling, and security groups to segregate different processing operations. In addition, the Ardoq platform contains Distributed Denial of Service (DDoS) prevention defenses.

Software Development Lifecycle (SDLC) Security

Ardoq employs a Continuous Delivery model. Changes and improvements to the platform are developed and tested on separate branches and merged via Pull Requests. Pull Requests must be reviewed by at least one other developer for quality and security.

Third-party components are automatically reviewed for security vulnerabilities, triaged, prioritised, and updated.

The Ardoq Cloud Platform is continually subjected to vulnerability assessments, including:

- Dynamic scans: Ardoq tests for potential vulnerabilities on a weekly basis.
- Bug bounty program: Ardoq crowd-sources vulnerability research through an invite-only bug bounty program managed by HackerOne.
- Annual penetration test: Ardoq contracts an external third party to conduct an annual penetration test of the Cloud Platform to augment the other assessments.

Information Security Incident Management

Ardoq's security incident process flows and investigation data sources are pre-defined during recurring preparation activities and exercises, and are refined through investigation follow-ups. We use standard incident response process structures to ensure that the right steps are taken at the right time. Incident response exercises are conducted once per quarter.

Business Continuity Management

Information security is also part of Ardoq's wider business continuity strategy. The Ardoq Cloud Platform is hosted across several cloud infrastructure availability zones. All customer data is

backed up and stored in encrypted form at a separate cloud infrastructure provider. Production environments are instrumented using Infrastructure-as-Code technologies such as Terraform and Ansible, allowing for rapid re-deployment. Disaster response drills are conducted at least twice a year.

Compliance

Ardoq's Information Security Management System (ISMS) is ISO 27001:2017 certified. Our ISMS implements a risk-based approach to planning, implementing, measuring and continuously improving appropriate security controls. The scope of our ISO 27001:2017 certification is the development, operation, and maintenance of the Ardoq SaaS platform.

Ardoq undergoes annual SOC 2 (Type II) audits. The annual audit is based on the Auditing Standards Board of the American Institute of Certified Public Accountants' current Trust Services Criteria (AICPA TSC 2017). The audit report provides a third-party attestation of the organization's policies and processes relevant to security.

Customers and potential customers can download the full audit report, and corresponding architecture and policy summaries, by contacting their Ardoq Account Executive or Customer Service Manager.

Ardoq is listed in the Cloud Security Alliance's Security, Trust, Assurance and Risk (STAR) registry. Customers and prospective customers can view our STAR Level 1 entry and access our completed CAIQ at

<https://cloudsecurityalliance.org/star/registry/ardoq/services/ardoq/>.